

WARRANTY DEED
Joint TenancyTRANSFER
TAX
PAID

013390

KNOW ALL MEN BY THESE PRESENTS,

THAT Melvin T. Nale and Deborah L. Nale of Waterville,
Kennebec County, Maine

in consideration of one dollar and other valuable consideration

PAID BY David Sylvester and Lynne Moody-Jordan of
Waterville, Kennebec County, Maine

the receipt whereof We do hereby acknowledge, do hereby give,
grant, bargain sell and convey unto the said David Sylvester and
Lynne Moody-Jordan, as joint tenants and not as tenants in
common, their heirs and assigns forever,

Two certain lots or parcels of land with the buildings
thereon situated in Waterville in the County of Kennebec and
State of Maine and being all of Lots numbered 40 and 41 as shown
on a plan entitled "A portion of Cherry Hill Development, A.J.
Carey & Sons, Waterville, Maine, September 3, 1959, R.G.
Knowlton" which plan is recorded in the Kennebec County Registry
of Deeds in Plan Book 22, page 61 to which reference may be had
for a more particular description of the premises herein
conveyed.

This conveyance is made upon express conditions,
restrictions and limitations as follows:

FIRST: This entire tract shown by the Plans of Cherry
Hill, Cherry Hill Terrace and Eaton Drive are restricted to
building for residential purposes only by the Waterville Zoning
Ordinance and these parcels and all other lots shown by said
Plans are entitled to and subject to the benefits of said
Ordinance.

SECOND: It is further covenanted and agreed that neither
of these lots, #40 and #41, or any other lot shown upon said
Plans shall be used for building more than one dwelling house
and that no house shall be adapted to and used by more than one
family.

THIRD: Furthermore, no such house shall be built on such
lots costing less than Fifteen Thousand (\$15,000.00) Dollars.

FOURTH: No building or any part of a building shall be
erected or allowed to stand upon said lot within forty (40) feet
of the street or within fifteen (15) feet of the boundary line
of the lot.

Excepting and reserving out of the premises described above
a strip of land fifteen (15) feet in width and one hundred
eleven and eighty-two one hundredths (111.82) feet in length
along the westerly side of Lot #40 unto the Grantor, his heirs
and assigns forever, as and for a sewer easement and it is a
further condition of this conveyance that the Grantees nor their
heirs, successors and assigns shall not grant to any abutting
owner any sewer easement unless the instrument creating the
easement is joined in by the Grantor; any attempt at granting an
easement to any abutting owner not agreed to in writing by the
within Grantor or his heirs, successors or assigns shall be null
and void.

Being the same premises conveyed by George R. Watts, Jr.
and Clara J. Watts to Melvin T. Nale and Deborah L. Nale by deed
dated August 29, 1985 and recorded in the Kennebec County
Registry of Deeds in Book 2856, page 262.

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TO HAVE AND TO HOLD the aforegranted and bargained premises, with all privileges and appurtenances thereof, to the said David Sylvester and Lynne Moody-Jordon, as joint tenants and not as tenants in common, their heirs and assigns, to them and their use and behoof forever.

AND We do covenant with the said Grantees, their heirs and assigns, that We are lawfully seized in fee of the premises; that they are free of all encumbrances; that We have good right to sell and convey to the said Grantees to hold as aforesaid; and that We and our heirs, shall and will warrant and defend the same to the said David Sylvester and Lynne Moody-Jordon, their heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, We, the said Melvin T. Nale and Deborah L. Nale as Grantor relinquish and convey all rights by descent and all other rights in the above described premises and have hereunto set our hands and seals this 1st day of June, 1994.

Signed, Sealed and Delivered
in presence of

Stephen F. Dubord
Witness - Stephen F. Dubord

Melvin T. Nale
Melvin T. Nale

Stephen F. Dubord
Witness - Stephen F. Dubord

Deborah L. Nale
Deborah L. Nale

STATE OF MAINE,
KENNEBEC, ss.

June 1st, 1994

Then personally appeared the above named Melvin T. Nale and acknowledged the foregoing instrument to be his free act and deed.

Before me, *Stephen F. Dubord*
Notary Public

Stephen F. Dubord
Printed Name

Stephen F. Dubord
Notary Public Attorney at Law
My Commission Expires
September 4, 1994



[RECEIVED KENNEBEC SS.]

94 JUN -3 AM 9:00

ATTEST: *Theresa R. Mearns*
REGISTER OF DEEDS